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AGREEMENT BETWEEN
THE BOROUGH OF FLORHAM PARK
MORRIS COUNTY
AND
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
FLORHAM PARK LOCAL NO. 78
JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

PREAMBLE

This AGREEMENT dated _____ and effective the first day of January, 2011, by and between the New Jersey State Policemen's Benevolent Association, Florham Park Local No. 78, hereinafter called the Association and the Borough of Florham Park, Morris County, New Jersey, hereinafter called the Borough, is designed to maintain and promote a harmonious relationship between the Borough and the members of the Police Department, who are represented by the Association as defined herein concerning conditions of employment, in order that more efficient and progressive public service may be rendered by the Governing Body and to the citizens of Florham Park.

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ARTICLE I RECOGNITION

Section 1

The Borough recognizes the Association as the exclusive and sole representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all police officers of the Borough Police Department, excluding members above the rank of captain.

Section 2

For the purpose of this Agreement, the term "employee" or "employees" shall mean a member or members of the bargaining unit as set forth in Section 1 of this article.

ARTICLE II ASSOCIATION RIGHTS

Section 1

The negotiating team for the Association will consist of five (5) members, and the Borough agrees that during any future negotiations up to a maximum of three (3) members of the negotiating team will be given time off, without loss of pay, if it is necessary for them to be absent from regularly scheduled duty to attend a negotiating session.

Section 2

In addition to other time off allowed by New Jersey law, the Association President and Delegate shall be granted ten (10) days off per year each, without loss of pay, to attend the P.B.A annual and mini conventions. With the approval of the Chief, both may be permitted to attend if it does not impair the operational ability of any shifts.

In addition to other time off allowed by New Jersey law, the Association Delegate shall be granted ten (10) days off per year, without loss of pay, to engage in official business of the New Jersey State Policemen's Benevolent Association.

ARTICLE III
NO DISCRIMINATION OR COERCION

Section 1

The provisions of this Agreement shall be applied equally with respect to all employees in the bargaining unit without discrimination because of race, color, creed, sex, or national origin.

Section 2

The Borough shall not interfere with, coerce, or discriminate against any employee because of membership in the Association or because of any employee engaging in the activities of the Association.

ARTICLE IV
MANAGEMENT AND RESPONSIBILITIES

All aspects of the management of the business of the Police Department and the management and direction of department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

The following grievance procedure is established in order to assist both the Borough and the Association in maintaining an amicable and harmonious relationship so as to promote efficient and progressive public service and in order to prevent strife or difficulties, which might disrupt the efficient management of, and regulation of, the Borough Police Department.

Section 2

The following procedure shall be adhered to for purposes of attempting to reach a mutually satisfactory settlement:

Step 1: Any employee having a grievance shall, within ten (10) calendar days after the occurrence of the grievance, submit it in writing to the Chief of Police, stating in detail the nature of the grievance and the remedy requested. Any grievance not filed within ten (10) calendar days of its occurrence shall be considered void.

Step 2: If the grievance is not resolved at Step 1 within five (5) calendar days after being forwarded in writing to the Chief of Police, it shall be submitted to the Borough Administrator or designee who shall respond to it within a period of time not to exceed ten (10) calendar days.

Step 3: If the grievance is not resolved at Step 2 within ten (10) calendar days after being forwarded in writing to the Borough Administrator, it shall be submitted to the Mayor and Council or to the Chairman of Public Safety, who shall respond to it within a period of time not to exceed thirty (30) calendar days. The aggrieved member may be represented by an officer or other member of the Association at any or all steps in the above procedure.

Step 4: Within ten (10) calendar days after the Mayor and Council, or the Chairman of Public Safety have submitted an answer in writing to the aggrieved employee, and if the employee is not satisfied with the answer, the Association may have the grievance submitted to arbitration. Additionally, the Borough may also have any grievance submitted to arbitration.

Section 3

If either party to this Agreement demands that an issue or grievance be arbitrated, the parties shall jointly request the American Arbitration Association to submit a list of seven (7) arbitrators from which to make a selection. Each party shall then alternately strike one (1) name from the list until but one (1) name remains. That party shall be the arbitrator of the issue involved. The award of the arbitrator shall be final and binding on all parties to this Agreement. However, that decision shall in no way later, add to, or delete from any provision of this Agreement. Further, the decision shall not be considered a precedent for future interpretations regarding any of the provisions of this Agreement.

Section 4 All fees and expenses of any arbitrator chosen or selected in accordance with this Article shall be shared equally by the parties to this Agreement.

ARTICLE VI

AGENCY SHOP

Section 1

Purpose of Fee: If an employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

Section 2

Amount of Fee:

a. Notification. Prior to the beginning of each membership year, the P.B.A. will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members for the that membership year. The representation fee to be paid by nonmembers will be equal to eighty-five percent (85%) of that amount.

b. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the P.B.A. as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members, and the representation fee has been set at eighty-five percent (85%) of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

Section 3

Deduction and Transmission of Fees:

a. Notification: Once during each membership year covered in whole or in part by this Agreement, the P.B.A. will submit to the Borough a list of those employees who have not become members of the P.B.A. for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph

“b.” below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

b. Payroll Deductions Schedule: The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

(1) Ten (10) days after receipt of the aforesaid list by the Borough; or

(2) Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Borough in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

c. Termination of Employment: If an employee is required to pay a representation fee terminates his or her employment with the Borough before the P.B.A. has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics: Except as otherwise provided in the Article, the mechanics for the deduction of representation fees and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

e. Changes: The P.B.A. will notify the Borough in writing of any changes in the list provided for in paragraph “a.” above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

f. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the P.B.A., a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

Section 4

The P.B.A. agrees to establish and maintain a “demand and return” system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the “pro rata share”, if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain a review of the amount paid through full and fair proceedings placing the burden of proof on the P.B.A. Such proceeding shall provide for an appeal by either the P.B.A. or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE VII SALARIES AND WAGES

Section 1

During the term of this Agreement, the salaries of present employees shall be in accordance with the schedules set forth in Exhibits I, II, III and IV.

Annual increases in salary are predicated upon satisfactory job performance. The Chief of Police will make periodic performance evaluations known to individual employees at the time the evaluations are made. If any employee's performance during the preceding year is judged to be substandard on the basis of specific and supportable evidence, the upward adjustment of his or her salary on January 1st of the following calendar year may be delayed for up to three (3) months.

Section 2

Maximum Annual Salaries: The Table of Maximum Annual Salaries by title effective January 1, 2011, January 1, 2012, and January 1, 2013, is contained in Exhibit I attached hereto.

Section 3

Progressive Increases: Those employees on the active payroll on the effective date of this Agreement who are not a maximum salary as provided for in Exhibit I shall receive increases in accordance with the progression table contained in Exhibit II attached hereto. Such step increases to go into effect on the employee's anniversary date in grade. Such employee shall receive the basic annual salary of the new step in effect for the calendar year for that portion of the year in which the increase occurs.

Section 4

Basic Annual Salaries: The basic annual salaries for each employee, subject to their continued employment in the positions indicated effective January 1, 2011, January 1, 2012, and January 1, 2013, are set forth in Exhibit III attached hereto.

Section 5

Promotional Increases: Any employee promoted from Patrolman to Sergeant, Sergeant to Lieutenant, Lieutenant to Captain, shall receive the basic annual salary of the new position in effect for the calendar year beginning on the dates shown below for that portion of the year in which the promotion occurs.

| Promotion | January 1, 2011 | January 1, 2012 | January 1, 2013 |
|------------------------|-----------------|-----------------|-----------------|
| Patrolman to Sergeant | \$109,634 | \$ 113,547 | \$ 117,600 |
| Sergeant to Lieutenant | \$120,499 | \$124,800 | \$129,254 |
| Lieutenant to Captain | \$132,450 | \$137,177 | \$142,073 |

Section 6

Detective Bureau: All employees assigned to the division of investigation in lieu of regularly scheduled and/or emergency standby pay, shall receive supplemental compensation in addition to their basic salary in accordance with the following schedule:

Patrolman and Sergeants: \$3,250.00

Lieutenants: \$3,500.00

These amounts will be paid on a prorated basis and shall be included in their regular paychecks.

Section 7

Wage Effective Dates: The effective date of all progression and promotional increases shall be determined as follows:

| START DATE | EFFECTIVE DATE |
|--|---|
| 1 st – 15 th day of month | 1 st of month in which employee began work |
| 16 th – 31 st day of month | 1 st of month following month in which employee began work |

Section 8

Payday: Salaries earned will be paid on the 15th day of the month and the last day of the month in equal installments. If the normal payday falls on a weekend, then payday will be on Friday. If the normal payday falls on a holiday, then payday will be the workday preceding the holiday.

Section 9

Officer in Charge Pay: Any patrol officer who is designated by the Chief or his designee to serve as the Officer-in-Charge of a shift in the absence of a Sergeant shall be paid for each of such shifts at the rate of pay established for a Sergeant under this contract.

ARTICLE VIII
LONGEVITY

Section 1

All employees hired prior to January 1, 2011, shall receive Length of Service Payments in accordance with the following schedule:

| LENGTH OF SERVICE | PAYMENTS FOR CONTRACT YEARS |
|-------------------|-----------------------------|
| | 2011-2013 |
| 10 years | \$ 500.00 |
| 15 years | \$ 750.00 |
| 16 years | \$ 800.00 |
| 17 years | \$ 900.00 |
| 18 years | \$ 1,000.00 |
| 19 years | \$ 1,100.00 |
| 20 years | \$ 1,500.00 |
| 21 years | \$ 1,600.00 |
| 22 years | \$ 1,700.00 |
| 23 years | \$ 1,800.00 |
| 24 years | \$ 2,000.00 |
| 25 years | \$ 2,100.00 |

Section 2.

No employees hired after January 1, 2011, shall be entitled to receive Length of Service Payments.

ARTICLE IX
SICK AND INJURY LEAVE

Section 1

The following shall apply to this article:

a. Excused Absence: Absence by reason of illness, injury or hardship in immediate family which a department head has authorized for three (3) days or less or for which employee presents a physician's certificate that employee was unable to perform his or her duties for a period longer than three (3) days; on documentary evidence of family hardship. The Borough reserves the right to require an examination by its own doctor.

b. Injury Leave: Excused absence granted by reason of injury sustained on the job, which is not the result of the employee's misconduct. Self-inflicted injury is not excusable.

c. Loss of Time Benefit: Compensation payable after the first month of excused absence, or after accumulated sick leave is exhausted, whichever occurs first. It is credited to employees after the beginning of their second year of employment with the Borough.

d. Sick Leave: Excused absence granted by reason of illness or injury; it is also includes absence due to death or serious illness in employee's immediate family (parents, spouse or children) such that the employee's presence is required to alleviate hardship. Self-inflicted injury is not excusable.

e. Maternity Leave for Female Employees: Any permanent, full-time employee who becomes pregnant is entitled to continue her employment as long as she is able to perform the duties of her job satisfactorily. She may take maternity leave at a time deemed appropriate by her in conjunction with and confirmed in written certification from her attending physician. A Request for Maternity Leave shall be handled in the same way as any other request for sick leave. A request for a leave of absence without pay for time off for an employee who may desire the leave for purposes of child care

after the birth shall be handled in the same way as any other request for a leave of absence without pay.

Section 2

Calculation and Accumulation:

a. Each officer covered by this Agreement shall accumulate sick leave at the rate of one (1) day for each month of employment, or major part thereof. The total maximum accumulation of sick leave shall be two-hundred (200) days calculated from date of current continuous employment. During the Period of this contract (January 1, 2011 to December 31, 2013) each member's accumulated sick time bank shall be reduced by one accumulated sick day in each contract calendar year.

b. The annual allowable sick time will be accrued at a rate of twelve (12) hours for each month worked during the calendar year, not to exceed one hundred eight (108) hours per employee per calendar year. Any employee who uses up all of his/her accumulated sick leave shall have sick time charged against available vacation days, holidays, personal and comp time, in that order before being docked pay.

c. Injury Leave: An employee injured in the line of duty, officially assigned by the Chief of Police, or, if off duty, while carrying out his legal obligations as an officer of the law, who is, as a result, temporarily disabled, and unable to perform his or her job, shall be entitled to maximum benefits under the Borough's policy granting injury leave, regardless of his or her length of service with the Police Department. The employee shall be entitled to full pay while temporarily disabled until he is able to return to work as determined by the Borough's Worker's Compensation Physician. Any Worker's Compensation payment will be offset against the amount due hereunder.

d. Each employee covered by this Agreement shall earn loss of time benefits at the rate of two (2) months for every year of employment after the first year, which benefits shall be in addition to sick leave accumulation. Such loss of time benefit may be accumulated to a maximum of one (1) year.

e. Effective with the 2002 contract paragraph "d." above will be superceded by this paragraph. Each employee covered by this Agreement shall earn loss of time benefits at the rate of one (1) month for every year of employment after the first year, which benefits shall be in addition to sick leave accumulation. Such loss of time benefit may be accumulated to a maximum of one (1) year. Officers who have accumulated loss

of time benefits under the prior contract, as described in “d.” above will not have those accumulated benefits reduced.

Section 3

Payments:

a. To the extent that sick leave and loss of time benefits have accumulated, they will be paid to employees for excused absences due to illness or injury, provided that where Worker’s Compensation payments are received, the leave and loss of time benefit will be adjusted so that total compensation from both sources is equal to sick leave or loss of time entitlement. Worker’s Compensation payments from both sources will equal injury leave entitlement.

b. An employee whose absence is not excused will forfeit an equal amount of vacation time, or if he/she has no accumulated vacation time, he/she will not be paid for such absence.

c. Sick and off-duty injury leave are compensable at full pay for the total number of accumulated days. Loss of time benefit is two-thirds of the employee’s pay, or two hundred fifty dollars (\$250.00) per week, whichever is lesser for the total number of accumulated days.

d. Payments will be made for injury, sick leave and loss of time benefit in that order. Payment for injury leave will not reduce an employee’s sick leave entitlement.

e. (1) In the event that an employee with at least five (5) years of service retires, is permanently laid off, or voluntarily leaves the service of the Borough after having given appropriate notice of his intention to do so, he/she shall be entitled to receive at his/her regular straight-time rate of pay, one-half of his/her accumulated sick leave up to a maximum of sixty (60) days. In the case of retirement, at least ninety (90) days advanced notice must be given to the Borough as to the employee’s election to receive his sick time entitlement in the form of a single cash payment, subject to all required deductions, or in a corresponding number of off-duty days.

(2) Except as provided in paragraph “1” of this subsection, unused sick leave, injury leave and loss-of-time benefits are not compensable when an employee is separated for cause.

f. The Borough reserves the right at any time to reexamine any employee to whom payments for excused absence are being made. If the Borough physician, or the

Borough insurance company's physician certifies that any such employee is capable of performing the duties of his or her position, such employee's excused absence will be terminated as of the date the employee became capable of performing his/her duties.

g. Each employee covered by this Agreement shall earn a lump sum payment of five hundred dollars (\$500.00) for perfect attendance during the calendar year. A list of officers entitled to payment is to be certified by the Chief of Police to the Chief Financial Officer by January 15th of the subsequent year. Payment will be made in the second payroll of January.

h. In the event any employee covered under this agreement dies while in the employ of the Borough, he/she will have the value of his/her accumulated sick time paid to his/her surviving spouse, or to his/her estate if there is no spouse.

ARTICLE X VACATIONS

Section 1.

Vacations with pay are authorized for each calendar year to all regular (i.e., not probationary) full-time employees, subject to the following conditions of service:

- a. One (1) through four (4) years continuous service: ten (10) workdays.
- b. Five (5) through ten (10) years continuous service: fifteen (15) workdays.
- c. Eleven (11) through twenty (20) years continuous service: twenty (20) workdays.
- d. Twenty-one (21) and more years continuous service: twenty-five (25) workdays.
- e. For determination of the years of continuous service as used in subsection 1 (a.) through (d.), anniversary dates of initial continuous employment up through June 30 may be counted as beginning on January 1.
- f. Less than one (1) year continuous service:

1. New employees hired on or after April 1 of the current year: none.
2. New employees hired between October 1 of the prior year and March 31 of the current year: one (1) week, provided that an employee may not begin a vacation until he/she has completed six (6) months continuous employment with exception only when approved by the Chief of Police.

3. New employees hired prior to October 1 of the prior year: two (2) weeks, provided that any employee may not begin the second week of his/her vacation prior to completing a full year of continuous employment with the exception only when approved by the Chief of Police.

Section 2

Vacations must be taken during the calendar year and cannot be accumulated except when an employee, for reasons beyond his/her control, cannot take a vacation scheduled at the year-end (e.g. illness, jury duty, etc.). In such a case, the vacation may be rescheduled in the following calendar year, but not consecutive with his/her regular vacation for that year unless it is in the best interest of the Borough to do so.

Section 3

An employee who retires or resigns in good standing will be compensated for any unused, earned vacation. The Borough will not compensate employees for unearned vacation time.

Section 4

Vacation time is computed on years of continuous service. Exception may be made where a break in such service is job or health related.

Section 5

A person must have three (3) years continuous service of employment before any vacation credit is to be given after a break in the employment service.

Section 6

Upon notice of intent to retire, a police officer may choose to carry two (2) weeks vacation time into the year of his/her anticipated retirement from the previous year. If the police officer chooses to do so, the officer's total vacation entitlement in the year of retirement must be used at one (1) time immediately prior to the date of retirement. If the police officer changes his/her mind in the year of his/her retirement and decides not to retire, he/she will not be entitled to use, or be paid for the two (2) weeks carried over from the previous year.

Section 7

In the event any employee covered under this agreement dies while in the employ of the Borough, he/she will have the value of his/her accumulated vacation time paid to his/her surviving spouse or to his/her estate if there is no spouse.

ARTICLE XI HOLIDAYS

Section 1

For the years 2005 and 2006 each employee shall receive time off for the twelve (12) holidays recognized by the Borough accrued at a rate of eight (8) hours for each holiday, or a total of 96 hours.

Section 2.

Effective January 1, 2011, for each of the calendar years of the 2011-2013 contract each employee will be paid for three (3) holidays in lieu of time off. For purposes of this paragraph, one day's pay shall be equal to pay for an eight (8) hour day. This payment will be added to each officer's base salary and will be used for all calculations based on salary. This will result in the elimination of any time off for Holidays in 2013.

ARTICLE XII

RETENTION OF BENEFITS

All practices and benefits presently in effect in the Borough relating to the plans listed below shall continue without change:

- a. Police and Firemen's Retirement System (PFRS);
- b. Forty (40) Hour Work Week;
- c. Uniform and Equipment Issue;
- d. Any additional benefits granted to all Borough employees shall be granted to employees of the Police Department.

ARTICLE XIII
HEALTH CARE INSURANCE PROGRAM

Section 1.

Effective January 1, 2011, all active members of P.B.A. Local 78, including any eligible dependents will be required to contribute payments equivalent to 1.5% of their annual salary for medical and dental insurance coverage.

Section 2 [Deleted.]

Section 3

In accordance with N.J.A.C. 52:14-17.38, the Borough agrees to pay the premium or periodic charges for medical expense coverage provided to all eligible retired employees as described in Section 1 and 2 above, up to age sixty-five (65), and their dependents covered under the medical program, but not including survivors, if such employees retired from a state or locally administered retirement system on a benefit based on twenty-five (25) years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare program covering the retired employees and their spouses.

Section 4

Medical and Dental expense coverage may be extended to the employee and/or the employee's family in the event of death or permanent disability sustained while carrying out authorized duty assignments or, if off duty, while carrying out legal obligations as an officer of the law as follows:

a. Death: If an employee is killed while carrying out authorized duty assignments or, if off duty, while carrying out legal obligations as an officer of the law and which loss of life shall entitle full survivor's benefits under the New Jersey Police and Firemen's Retirement System, medical and dental benefits shall be extended at Borough expense to members of the officer's immediate family receiving such benefits prior to the officer's death until such coverage becomes available through remarriage,

from another source or terminates under the contractual terms and conditions of the policy, e.g., a child reaching the maximum age of coverage under the contract.

b. Disability: If an employee is permanently disabled while carrying out authorized duty assignments, or if off duty, while carrying out legal obligations as an officer of the law and which disability is certified by PFRS, medical and dental benefits shall be extended at Borough expense to the officer and to the officer's immediate family receiving such benefits prior to the officer's disability until such coverage becomes available through another employer, or terminates under the contractual terms and conditions of the policy, e.g., a child reaching the maximum age of coverage under the contract.

Section 5.

If the Borough changes insurance carrier(s) for its health and/or dental insurance, coverage under the new plan will be equal to, or better than the existing coverage, unless more restrictive terms have been negotiated between the Borough and the Association. Effective January 1, 2011, the parties have negotiated the following changes to coverage:

Effective January 1, 2011, copays and deductibles under the Borough's plan shall be changed as set forth on Exhibit V.

Section 6

Effective January 1, 2011, no employees may be covered under the traditional coverage plan, including new hires, employees currently on the payroll, or future retirees.

ARTICLE XIV
DEATH IN FAMILY

When a death occurs in an employee's family, he/she shall be permitted to take bereavement time off without loss of pay as follows:

a. When the decedent is a spouse, child, parent, brother, sister or relative residing in the employee's home, an employee shall be permitted to take bereavement time off with pay to a maximum of three (3) days.

b. When the decedent is a legal or blood relative of the employee, he/she shall be permitted to take bereavement time off with pay up to a maximum of one (1) day.

ARTICLE XV
OVERTIME

All employees covered under this Agreement shall be paid at a rate equal to one and one-half (1 ½) times the hourly rate for all time worked in excess of a normal tour of duty.

All such employees may be offered compensatory time off but may not be forced to accept compensatory time off in lieu of payment for overtime hours worked.

All other employees may be granted compensatory time off for overtime hours worked at the discretion of the Chief of Police.

In the event that an employee is called in during off-duty time, he/she shall receive overtime at a rate equal to one and one-half (1 ½) times his/her hourly rate for a minimum of two (2) hours.

In the event that an employee, except those in the Detective Bureau, is placed on emergency stand-by, he/she will be paid one (1) hour of pay at time and one-half for each twelve (12) hour period that the employee is on stand-by on a pro-rata basis.

All extra work performed for the Borough of Florham Park by employees in excess of their regularly scheduled tour of duty shall be considered overtime and shall be compensated in accordance with the terms of this Agreement as provided for under Article VII and this Article XV, including employees assigned to the Division of Investigation while fulfilling uniformed duty assignments.

ARTICLE XVI
TUITION AID

The Borough shall grant tuition aid payments equal to amounts paid by the employee up to a maximum of seventy-five dollars (\$75.00) per credit for courses of study at the undergraduate (Bachelors) and graduate level (Masters) for courses of study providing degree credit in the field of Police Science including courses which must be completed as a requirement to receiving a degree in Police Science in accordance with the following:

a. Tuition aid shall be limited to twenty (20) credit hours or one thousand five hundred dollars (\$1,500.00) per school year.

b. Payment will be made by the Borough after having received satisfactory proof of such academic fees having been expended (e.g., a copy of the receipted tuition bill).

c. Tuition and payments shall be granted only in those cases where the grade attained is a "C" (or equivalent) or better or a "pass" if taken on a "pass/fail" basis.

d. Where other sources of tuition aid are available, the Borough shall reimburse the employee for the difference, if any, between the primary reimbursement and the total tuition costs subject to the limitations outlined in "a."

e. In the event an employee leaves the employ of the Borough anytime within five (5) years after having received a degree in Police Science under the Borough's tuition aid plan, all such monies shall be refunded by the employee.

ARTICLE XVII
EXTRA DUTY WORK

Police officers may engage in extra duty work beyond their regularly scheduled working hours. Extra duty work is defined as part-time police work performed other than during a regularly scheduled tour of duty by employees for person or persons other than the Borough of Florham Park, the County of Morris or other County or New Jersey Governmental Agency.

This extra duty work may be performed for business or persons other than the Borough of Florham Park, the County of Morris or other County or New Jersey State Governmental Agencies.

The Borough, however, while not guaranteeing the payment of monies due for the extra work performed, does agree to bill the employer on behalf of employees at the appropriate hourly rate. All such monies received, net of a fee to cover administrative costs to the Borough, shall then be remitted to the proper officer. All extra work performed for the Borough of Florham Park by employees in excess of their regularly scheduled tour of duty shall be compensated in accordance with the rates established under the terms of the Borough's current Ordinance regarding Extra Duty Work. The rates established under the Borough's Ordinance shall be negotiated with the Association.

ARTICLE XVIII
DISCIPLINE

The Borough shall not discipline, suspend or discharge any employee without just cause.

In carrying out any disciplinary action, the Borough shall not violate any statutes or administrative rules of the State of New Jersey in effect at the time.

An employee who is disciplined or discharged shall be entitled to a statement in writing outlining the reasons for such actions.

ARTICLE XIX

PROHIBITION AGAINST STRIKES

During the term of this Agreement, the Association agrees that there shall be no strike of any kind, slow-down, stay-in, sick-in, or any other type of interference or restriction imposed upon the Borough's business or upon the efficient and dedicated performance of duty as a member of the Borough Police Department. In case of unauthorized activity of the type described herein, the Borough may impose such disciplinary action or punitive action as may be necessary, and may take action to suspend or discharge any employee who violates this section or who may be directly or indirectly involved in such a violation.

ARTICLE XX
PERSONAL DAYS

Each employee covered by this Agreement shall receive thirty-six (36) hours of personal leave per year without loss of pay, which leave must be used in the current calendar year, and may not be carried over from year to year. Approval of personal leave is at the sole discretion of the Chief of Police, who shall withhold approval for any leave requested that would result in the creation of overtime pay in order to provide replacement coverage for the leave.

ARTICLE XXI
WORK PLAN

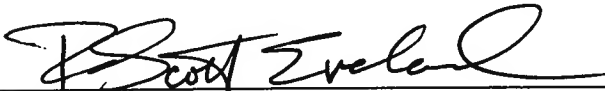
The Association and the Borough have mutually agreed to remove the terms and conditions of the 4/4-12 Work Plan from this Agreement, subject to the condition that any change in the existing work plan, whether initiated by the Borough or the Association shall be negotiated in good faith prior to its implementation.

Implementation of the 4/4-12 work plan, or its successor, is the sole responsibility of the Chief of Police who shall determine the appropriate manning levels for each duty shift and the exact number of officers assigned to each squad.

ARTICLE XXII
TERM OF AGREEMENT

Section 1 This agreement shall become effective as of January 1, 2011, and shall remain in full force and effect until December 31, 2013, or until a new Agreement is executed.

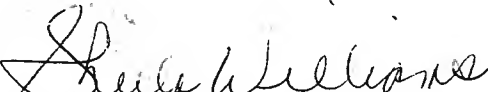
IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its Mayor, attested by its Clerk, and its official seal to be hereto affixed and the Association has caused these presents to be signed by its duly appointed representatives the day and year first above written.



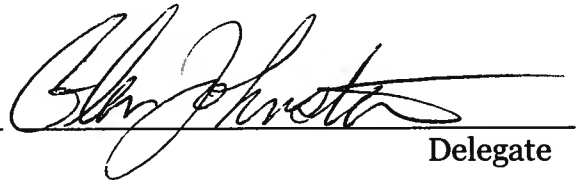
R. Scott Eveland, Mayor



President



Sheila Williams, Borough Clerk



Delegate

EXHIBIT I

MAXIMUM ANNUAL SALARIES

| RANK | 2011 | 2012 | 2013 |
|----------------------------|--------------|--------------|--------------|
| CAPTAIN | \$132,450.00 | \$137,177.00 | \$142,073.00 |
| LIEUTENANT | | | |
| Patrol | \$120,499.00 | \$124,800.00 | \$129,254.00 |
| Detective # | \$123,999.00 | \$128,300.00 | \$132,754.00 |
| SERGEANT | | | |
| Patrol | \$109,634.00 | \$113,547.00 | \$117,600.00 |
| Detective ## | \$112,884.00 | \$116,797.00 | \$120,850.00 |
| PATROLMAN | \$99,757.00 | \$103,318.00 | \$107,006.00 |
| PATROL DETECTIVE ## | \$103,007.00 | \$106,568.00 | \$110,256.00 |
| ACADEMY | \$22,269.00 | \$22,714.00 | \$23,168.00 |

includes \$3,500.00 Detective stipend

includes \$3,250.00 Detective stipend

EXHIBIT II

PROGRESSION OF INCREASES FOR EMPLOYEES

| | JANUARY 1 2011 | JANUARY 1 2012 | JANUARY 1 2013 |
|---|---------------------------|---------------------------|---------------------------|
| Minimum Basic Annual Hiring Rate | \$45,222.00 | \$46,836.00 | \$48,508.00 |
| STEP 1 | \$48,172.00 | \$49,891.00 | \$51,672.00 |
| STEP 2 | \$51,782.00 | \$53,630.00 | \$55,544.00 |
| STEP 3 | \$56,945.00 | \$58,978.00 | \$61,083.00 |
| STEP 4 | \$63,099.00 | \$65,351.00 | \$67,684.00 |
| STEP 5 | \$70,553.00 | \$73,071.00 | \$75,679.00 |
| STEP 6 | \$79,596.00 | \$82,437.00 | \$85,379.00 |
| STEP 7 | \$92,702.00 | \$96,011.00 | \$99,438.00 |
| STEP 8 | \$99,757.00 | \$103,318.00 | \$107,006.00 |

EXHIBIT III

BASIC ANNUAL SALARIES

| | 2011 | 2012 | 2013 |
|-----------------------------------|--------------|--------------|--------------|
| YANNUZZI | \$132,450.00 | \$137,177.00 | \$142,073.00 |
| TREIBER | \$132,450.00 | \$137,177.00 | \$142,073.00 |
| GARCIA # | \$123,999.00 | \$128,300.00 | \$132,754.00 |
| BIANCO | \$120,499.00 | -- | -- |
| ORLANDO | \$109,634.00 | \$113,547.00 | \$117,600.00 |
| STEWART | \$109,634.00 | \$113,547.00 | \$117,600.00 |
| GATZKE | \$109,634.00 | \$113,547.00 | \$117,600.00 |
| VOITCU | \$120,499.00 | \$124,800.00 | \$129,254.00 |
| SVENNINGSEN | \$109,634.00 | \$113,547.00 | \$117,600.00 |
| CORE ## | \$112,884.00 | \$116,797.00 | \$120,850.00 |
| JOHNSTONE ## | \$103,007.00 | \$106,568.00 | \$110,256.00 |
| RUBELOWSKY | \$99,757.00 | \$103,318.00 | \$107,006.00 |
| Mc CAFFERTY | \$109,634.00 | \$113,547.00 | \$117,600.00 |
| BARTELL | \$109,634.00 | \$113,547.00 | \$117,600.00 |
| ROTHROCK | \$99,757.00 | \$103,318.00 | \$107,006.00 |
| D'ALESSIO ## | \$103,007.00 | \$106,568.00 | \$110,256.00 |
| D'AMBOLA | \$99,757.00 | \$103,318.00 | \$107,006.00 |
| THOMAS | \$99,757.00 | \$103,318.00 | \$107,006.00 |
| AHLERT | \$99,757.00 | \$103,318.00 | \$107,006.00 |
| FORD ## | \$103,007.00 | \$106,568.00 | \$110,256.00 |
| STEP PROGRESSION | | | |
| CIASULLO STEP 7 TO 8 | \$99,757.00 | \$103,318.00 | \$107,006.00 |
| MENSING STEP 4 TO 5-6-7 | \$70,553.00 | \$82,437.00 | \$99,438.00 |
| NEILAN STEP 4 TO 5-6-7 | \$70,553.00 | \$82,437.00 | \$99,438.00 |
| SAMPSON STEP 4 TO 5-6-7 | \$70,553.00 | \$82,437.00 | \$99,438.00 |
| GREENSTEIN STEP 4 TO 5-6-7 | \$70,553.00 | \$82,437.00 | \$99,438.00 |
| PHILLIPS STEP 3 TO 4-5-6 | \$63,099.00 | \$73,071.00 | \$85,379.00 |
| MERCURO STEP 3 TO 4-5-6 | \$63,099.00 | \$73,071.00 | \$85,379.00 |
| BUNDSCHUH STEP 2 TO 3-4-5 | \$56,945.00 | \$65,351.00 | \$75,679.00 |
| REGA STEP 2 TO 3-4-5 | \$56,945.00 | \$65,351.00 | \$75,679.00 |
| RACHEL STEP 1 TO 2-3-4 | \$51,752.00 | \$58,978.00 | \$67,684.00 |
| RECRUIT 1 | \$33,746.00 | \$49,891.00 | \$55,544.00 |
| RECRUIT 2 | \$33,746.00 | \$49,891.00 | \$55,544.00 |

#includes \$3,500.00 Detective stipend

##includes \$3,250.00 Detective stipend

EXHIBIT IV

GROSS WAGES*

| | 2011 | 2012² | 2013 |
|---------------------|--------------|-------------------------|--------------|
| YANNUZZI | \$134,150.00 | \$138,977.00 | \$144,073.00 |
| TREIBER | \$133,450.00 | \$138,277.00 | \$143,573.00 |
| GARCIA # | \$125,699.00 | \$130,100.00 | \$134,754.00 |
| BIANCO | \$122,599.00 | -- | -- |
| ORLANDO | \$110,134.00 | \$114,297.00 | \$118,400.00 |
| STEWART | \$111,334.00 | \$115,347.00 | \$119,600.00 |
| GATZKE | \$110,434.00 | \$114,447.00 | \$118,600.00 |
| VOITCU | \$121,299.00 | \$125,700.00 | \$130,254.00 |
| SVENNINGSEN | \$110,384.00 | \$114,347.00 | \$118,500.00 |
| CORE ## | \$113,784.00 | \$117,797.00 | \$121,950.00 |
| JOHNSTONE ## | \$103,907.00 | \$107,568.00 | \$111,356.00 |
| RUBELOWSKY | \$100,657.00 | \$104,318.00 | \$108,106.00 |
| Mc CAFFERTY | \$110,434.00 | \$114,447.00 | \$118,600.00 |
| BARTELL | \$110,634.00 | \$114,647.00 | \$119,100.00 |
| ROTHROCK | \$100,257.00 | \$104,068.00 | \$107,806.00 |
| D'ALESSIO ## | \$103,507.00 | \$107,318.00 | \$111,056.00 |
| D'AMBOLA | \$100,257.00 | \$103,818.00 | \$107,756.00 |
| THOMAS | \$100,257.00 | \$103,818.00 | \$107,506.00 |
| AHLERT | \$100,257.00 | \$104,068.00 | \$107,806.00 |
| FORD ## | \$103,507.00 | \$107,068.00 | \$110,756.00 |
| CIASULLO | \$100,257.00 | \$103,818.00 | \$107,506.00 |
| MENSING | \$70,553.00 | \$82,437.00 | \$99,438.00 |
| NEILAN | \$70,553.00 | \$82,437.00 | \$99,438.00 |
| SAMPSON | \$70,553.00 | \$82,437.00 | \$99,438.00 |
| GREENSTEIN | \$70,553.00 | \$82,437.00 | \$99,438.00 |
| PHILLIPS | \$63,099.00 | \$73,071.00 | \$85,379.00 |
| MERCURO | \$63,099.00 | \$73,071.00 | \$85,379.00 |
| BUNDSCHUH | \$56,945.00 | \$65,351.00 | \$75,679.00 |
| REGA | \$56,945.00 | \$65,351.00 | \$75,679.00 |
| RACHEL | \$51,752.00 | \$58,978.00 | \$67,684.00 |
| RECRUIT 1 | \$33,746.00 | \$49,891.00 | \$55,544.00 |
| RECRUIT 2 | \$33,746.00 | \$49,891.00 | \$55,544.00 |

**includes Longevity Pay*

#includes \$3,500.00 Detective stipend

##includes \$3,250.00 Detective stipend

EXHIBIT V

CHANGES TO MEDICAL AND PRESCRIPTION COVERAGE EFFECTIVE JANUARY 1, 2011

| Plan Design | Previous Out-of-Pocket Costs | New Out-of-Pocket Costs |
|----------------------|---|---|
| Provider Copay | \$10 | \$15 Primary Care Provider \$30 Specialist |
| Deductible | \$100 Individual \$200 Family | \$200 Individual \$400 Family |
| Emergency Room Copay | \$25 (waived if admitted) | \$50 (waived if admitted) |
| Pharmacy (Maxor) | \$5 Generic \$15 Brand | \$5 Generic \$10 Preferred Brand \$20 Non-Preferred Brand |

APPENDIX TERMINATION PAY POLICY

Calculation for payment of earned but unused benefit days at retirement or termination, other than for cause, are based on the determination of an employee's daily rate of pay using 5-day weeks and 261 workdays per year (except Leap Year).

Example Assumptions:

| | |
|---|----------|
| Annual Salary | \$60,000 |
| Unused Vacation Days | 25 |
| Payable Sick Days | 100 |
| Longevity Category | \$ 1,725 |
| Work Days since January 1 st | 129 |

Final Payments:

1. Sick Pay:

$$(\$60,000 \div 261) \times (100 \div 2) = \$11,494.25$$

2. Vacation Pay:

$$(\$60,000 \div 261) \times 25 = \$5,747.13$$

3. Final Salary:

$$(\$60,000 \div 261) \times 129 = \$29,655.17 \text{ less payments made to termination date.}$$

4. Longevity:

$$(\$1,725 \div 261) \times 129 = \$852.59 \text{ less payments made to termination date.}$$